

**WAIVER, RELEASE & INDEMNITY**

COMPANY NAME (RELEASED PARTY): ENDURANCE EVENT PRODUCTIONS LTD. And ATHLETICS ONTARIO  
EVENT: Georgina Spring Fling Marathon, ½ Marathon, 10k, 5k

PARTICIPANT NAME (RELEASING PARTY): \_\_\_\_\_

I understand and agree that my participation in events, programs, races, or activities organized, operated, conducted and/or sanctioned by the COMPANY is conditional upon my execution of this document.

1. I am aware that running, racing, and participation in competitive sport and endurance events, involves the possibility of personal injury, medical trauma, medical emergency or death.

2. I accept these risks, and all others arising from the EVENT even if arising from the negligence, gross negligence or negligent rescue by those associated in any way with the COMPANY and the EVENT, the venues at which the EVENT takes place or by those organizing, officiating, or participating in the EVENT, including their respective officers, directors, employees, agents, servants, volunteers and representatives (the "Releasees").

3. I understand that all applicable rules for participation in the EVENT must be followed and that SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME, including my physical and emotional preparation and fitness to participate in the EVENT.

4. I undertake and agree to remove myself from participation in the EVENT if I sense or observe any unusual hazard or unsafe condition, or if, at any time, I feel unable or unfit to safely continue for any reason.

5. I give a FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have, or may have in the future, against any of the Releasees set forth in paragraph 2 above from all liability for any loss, damage, injury, medical emergency or condition or death, or any expense associated therewith, that I may suffer as a result of my participation in any part or parts of the EVENT or my presence at the venue at which the EVENT may take place, due to any cause whatsoever including the forms of negligence set forth in paragraph 2 above or from any breach of contract or statutory duty or other duty of care including any duty of care owed under the relevant *Occupier's Liability Act*, on the part of the Releasees.

6. I AGREE NOT TO SUE and I further agree TO INDEMNIFY AND SAVE HARMLESS the Releasees from all expenses, fees, liability or damage award or cost of any type whatsoever arising from my participation in the EVENT.

I HAVE READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNITY. I am aware that by signing this document I am waiving substantial legal rights (on my behalf and on behalf of my heirs, executors, administrators and next of kin), including the giving up of my right to sue.

Participant Signature or Parent/Guardian (if under 18 years old): \_\_\_\_\_ Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Photographic Consent and Release Form:**

I hereby consent and agree that Endurance Event Productions Ltd. (the COMPANY) has the right to take or use photographs of me and/or my property and to use these in any and all media worldwide including online, now or hereafter known, and for any purpose whatsoever. I hereby release to the COMPANY all rights to exhibit this work in print and electronic form publicly or privately and to market copies. I waive any rights, claims or interest I have to control the use of my identity or likeness in the photographs and agree that any likeness described herein may be made without compensation or additional consideration of me.

I represent that I am at least 18 years of age, have read and understand the foregoing statement, and am competent to execute this agreement.

Participant Signature or Parent/Guardian (if under 18 years old): \_\_\_\_\_ Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_